

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED FINANCIAL CASUALTY  
COMPANY, an Ohio Corporation,

Plaintiff,

v.

CLOVER TRANSPORT LLC, a Florida  
Limited Liability Company; HAITHAM  
“MICHAEL” JOUDEH; PACIFIC TRADE  
AND TRANSPORT LLC, a Washington  
Limited Liability Company,

Defendants.

Case No. 3:25-cv-05027-JCC

**[PROPOSED] ORDER FOR  
STIPULATED JUDGMENT**

Noted on Motion Calendar:  
August 27, 2025

The Court, having considered the Stipulation of Judgment (**Dkt 14**) agreed by reviewed Plaintiff United Financial Casualty Company (“UFCC”) and Defendants Haitham “Michael” Joudeh and Pacific Trade and Transport LLC, APPROVES the Stipulated Judgment and FINDS:

THAT UFCC issued a Commercial Auto Policy 06111289-009 with a Motor Truck Cargo Legal Liability Coverage Endorsement (the “Policy”) to Haitham “Michael” Joudeh, as the Named Insured. Haitham Joudeh is the sole owner and member of Pacific Trade and Transport LLC.

THAT Pacific Trade and Transport LLC was registered with the United States Department of Transportation (“USDOT”), with assigned Carrier’s No. 2801775.

THAT the Policy provided coverage for (1) Auto Coverage (“Auto”); and (2) Commercial Motor Truck Cargo Coverage (“Cargo”), subject to the terms, conditions, and exclusions of the Policy. Haitham Joudeh was the sole rated driver listed in the Policy and the Insured Vehicle was

1 a 2021 Ford F550, VIN 1FD0W5HT0MEC57559. Coverage under the Policy commenced on  
2 October 24, 2023, and the Policy period ran through April 24, 2024. The Policy's Motor Truck  
3 Cargo Legal Liability Coverage Endorsement became effective on December 18, 2023.

4 THAT Cargo Owner Martin Sprock entered a "Transportation Contract" with Clover  
5 Transport, LLC, a transportation brokerage business registered in Florida, to transport Sprock's  
6 1961 Chris Craft 45 Constellation Yacht, the ENCORE across the country from Marina Del Rey,  
7 California to Riviera Beach, Florida Upon information and belief, the ENCORE was picked up by  
8 Mr. Joudeh and transport commenced on or around December 13, 2023. The ENCORE was  
9 allegedly damaged during transport (the "Cargo Loss").

10 THAT on January 2, 2024, Haitham Joudeh contacted UFCC to report the Cargo Loss and  
11 to begin the process for submitting a claim under the Policy. And on January 17, 2024, UFCC  
12 advised Cargo Owner, Martin Sprock, about UFCC's ongoing investigation into the reported  
13 Cargo Loss and of the Policy limitations with respect to Cargo storage costs.

14 THAT Martin Sprock later contacted UFCC, demanding payment for the alleged Cargo  
15 Loss.

16 THAT UFCC filed a Complaint for Declaratory Judgment pursuant to 28 U.S.C. § 2201  
17 seeking an adjudication that UFCC did not owe a duty or have any obligation to pay Martin Sprock  
18 for the Cargo Loss.

19 THAT UFCC also sought an adjudication that it had no duty or obligation to defend or  
20 indemnify Haitham Joudeh or Pacific Trade and Transport LLC and its officers, employees,  
21 principals or agents with respect to any claim asserted by the Cargo Owner, Mr. Sprock, or Clover  
22 Transport LLC for the Cargo Loss because the Cargo Loss is not covered under the terms and  
23 conditions of the Policy.

24 THAT Haitham Joudeh executed a waiver service of process in this action on behalf of  
25 himself individually and on behalf of Pacific Trade and Transport LLC.

26 THAT UFCC and Haitham Joudeh Agree and Stipulate that UFCC has no duty or  
27 obligation under the Policy for the Cargo Loss.

**STIPULATED JUDGMENT**

IT IS THEREFORE ORDERED AND ADJUDGED CONSISTENT WITH 28 U.S.C. § 2201 THAT the Cargo Loss is not covered under the terms and conditions of the UFCC Policy and THAT UFCC has no duty or obligation under the Policy for the Cargo Loss.

IT IS FURTHER ORDERED AND ADJUDGED THAT Haitham Joudah shall not assert any further claim against UFCC for the Cargo Loss under the Policy, either on his own behalf, or on behalf of Pacific Trade and Transport LLC, Clover Transport LLC, or any assignee or subrogee of any person or entity seeking to recover for the Cargo Loss against UFCC.

IT IS FURTHER ORDERED AND ADJUDGED THAT THIS ORDER SHALL BE A FINAL JUDGMENT BETWEEN UFCC, Haitham Joudeh, and Pacific Trade and Transport LLC. UFCC, Haitham Joudeh, and Pacific Trade and Transport LLC shall each bear their own attorneys' fees, costs, and all litigation expenses in this matter.

IT IS SO ORDERED.

Dated this 27th day of August 2025



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THE HONORABLE JOHN C. COUGHENOUR

1 Presented by:

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14 Haitham "Michael" Joudeh

15 *Pro se Defendant on behalf of himself and Pacific Trade and Transport LLC*